सत्यमेव जयते

**INDIA NON JUDICIAL**

**Government of Karnataka**

Rs. 10,000

**e-Stamp**

| | | |
|---|---|---|
| **Certificate No.** | : | **IN-KA50342646489512T** |
| Certificate Issued Date | : | 11-Nov-2021 02:33 PM |
| Account Reference | : | SHCIL (FI)/ ka-shcil/ MALLESHWARAM1/ KA-BA |
| Unique Doc. Reference | : | SUBIN-KAKA-SHCIL517931612860 87T |
| Purchased by | : | M R INFRA |
| Description of Document | : | Article 12 Bond |
| Description | : | WORK AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | E E BBMP PROJECTS DIVISION R R NAGAR |
| Second Party | : | M R INFRA |
| Stamp Duty Paid By | : | M R INFRA |
| Stamp Duty Amount(Rs.) | : | 10,000 (Ten Thousand only) |

सत्यमेव जयते

Authorised Signatory
for Stock Holding Corporation of India Ltd

M R INFRA
IN-KA50342646489512T
RS. 10,000
11-NOV-2021 02:33 PM

Please write or type below this line

***Work Agreement***

***NoEE(Proj)/RRN/Ag.No/ 28 /2021-2022,*** ***Date:12-11-2021***

This agreement made on the **12th Day of November-2021 (12.11.2021)**, between Bruhat Bangalore Mahanagara Palike, represented by the ***Executive Engineer, Project Division***, Rajarajeshwarinagar Zone, Bruhat Bangalore Mahanagara Palike, Bangalore, which term shall mean and include the successors in the office and assignees [here in after called "BBMP"/the Employer") on one part.

For M R INFRA

Partner

Contractor

Executive Engineer (Project)
Bruhat Bangalore Mahanagara Palike
Rajarajeshwarinagar Zone

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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And

**M/S.M.R.Infra, No.123/30, 4th Floor, 1st Main Road, Rajajinagar Industrial Town, Bangalore-560010,** Hereinafter called "the Contractor" on the other part, Which term shall mean and include their heirs, successors and legal representatives as the case may be.

Whereas the Employer is desirous to execute the following Work **"Construction of Rajarajeshwari school (kalpana) building in ward No.17 J.P Park" Through Contract vide Tender Notification No: No:BBMP/EE/Proj/RRN/ TEN/05/2021-22 dated:-28.07.2021.** (Hereinafter called "the Works") and the Employer has accepted the Tender from the Above Contractor for the execution and completion of the above work and the remedying of any defects therein at a contract price of **9,30,51,580/- (Rupees Nine Crore Thirty Lakhs Fifty One Thousand Five Hundred and Eighty Only)**, ***at +12.00% Above the CSR 2018-19.*** The second party has submitted the **27,92,000.00 (Rupees Twenty Seven Lakhs Ninety Two Thousand Only)** ***vide FDR No.140031077810/1 dt:11.11.2021*** respectively from the ***Canara Bank, J.C.Road, Branch,*** Bangalore

BBMP desires for Approval of ವಾರ್ಡ್ ಮಟ್ಟದ ಸಾರ್ವಜನಿಕ ಕಾಮಗಾರಿ ಸ್ಥಾಯಿ ಸಮಿತಿ ಹಾಗೂ ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಸಭೆಯ ಅಧಿಕಾರಗಳನ್ನು ಚಲಾಯಿಸಿ ಆಡಳಿತಗಾರರು vide subject ***No-309/2021-22*** Date: 16-10-2021 and ***Commissioner BBMP.*** Vide Para (176) Note sheet Page No.23 ***Dated:18.10.2021***

***NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:***

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedies any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby convenient to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Contractor

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
EE(P)
Rajarajeshwari Nagar Zone

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4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

   a) Letter of Acceptance;
   b) Notice to proceed with the works;
   c) Contractor's Tender;
   d) Contract Data;
   e) Conditions of contract (including Special Conditions of Contract);
   f) Specifications;
   g) Drawings;
   h) Bill of Quantities;
   i) Any other document listed in the Contract Data as forming part of the contract.

5. The BBMP shall pay to the contractor as per rates Mentioned in the schedule "B" as and when the bills are submitted by the contractor for the work done.
6. The contractor shall comprise of the work above mentioned and in all subsidiary work Connected there within the same site as may be ordered to be done in writing from time to time by the BBMP engineer even though such works may or not be shown in the detailed Estimate and Schedule B.
7. The contractor shall in all respect complete the work within the stipulated time **Three thirty Four Days (334 Days)** from the date of issue of work order or Handing over of the work site whichever is earlier.
8. **Defects and Liability Periad shall be 24 Month in case of civil work and 3 years for Asphalt works**
9. The contractor shall be responsible for the pay compensation of his workmen's payable under the workmen's compensation act 1923 for injuries if any (god forbid) caused to the workmen's or vehicles or other property during the execution of the work and also the liability that may arise under the common law.
10. The work should be executed as per the standard specifications Specified in KPWD/CPWD/IRC/MORTH or as directed.
11. The work should be done as per the directions and instructions of the BBMP Engineer and his deputies from time to time.
12. The quantities are variable to that noted in the Schedule "B" will be limited to sanctioned estimate only.

For M R INFRA

Partner

Contractor

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone
EE(P)

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13. **The guarantee maintenance period of work is twelve months** from the date of Final completion of work and the contractor will be responsible for carrying out the any repairs during that period and SD will be refunded only after the One year and duly inspection from the competent authority.
14. In case of any disputes with respect to the agreement, The same shall be referred to the commissioner Bruhat Bangalore Mahanagara Palike and his decision shall be final.
15. The work should be commenced with all men and machinery within Seven days from the date of work order, failing which it would be presumed that, contractor is not interested in his work and action will be taken to get the work Executed through alternate agency at the risk and cost of the former tenderer.
16. All other terms and conditions of standard bid document (KW-3) will be applicable.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

For M R INFRA

CONTRACTOR
Partner

Executive Engineer (Project),
Bruhat Bangalore Mahanagara Palike
Rajarajeshwari Nagar Zone

**Witnesses:**

1. N. C. NAGARAJ
#730, 15th 'C' Wall
2nd Stage 2nd phase
Mahalaksmi Layout
Bangalore - 86

2. G. Jagadish
223, 15th 24C,
BSK 2nd Stage,
Bangalore - 560 070



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